



RUWASA

Rural Water Supply and Sanitation Agency

CONTRACT NO. AE – 102/2021-2022/AW/HQ-C/W/71

FOR

CONSTRUCTION OF PUMPED WATER SCHEME (PIPE NETWORK, DOMESTIC WATER POINTS, PUMP HOUSE, TANKS, PIPE MARKERS AND CHAMBERS) FOR BUNAMHALA-MBUGANI WATER SUPPLY PROJECT IN ITILIMA DISTRICT AND MWANDU-ITINJE & MWAMANIMBA WATER SUPPLY PROJECTS IN MEATU DISTRICT

BETWEEN

RURAL WATER SUPPLY AND SANITATION AGENCY

(The Employer)

AND

M/S. MPONELA CONSTRUCTION AND COMPANY LTD P.O.BOX 486 MAFINGA

(The Contractor)

DECEMBER, 2021

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FORM OF CONTRACT

This Contract is made the^{22nd}.....day ofDECEMBER.....2021.

Between

The Rural Water Supply and Sanitation Agency (RUWASA), having its physical address at P.O. Box 218, SIMIYU, Tanzania (hereinafter called "the Employer") of the one part;

And

MPONELA CONSTRUCTION AND COMPANY LTD having its principal place of business P.O.BOX 486 MAFINGA (hereinafter called "the Contractor") of the other part.

Both the Employer and the Contractor shall collectively and jointly be known as "Parties".

WHEREAS:

- (a) The Employer is a Government Agency established under the Water Supply and Sanitation Act No. 5 of 2019 which is responsible for development and sustainable management of rural water supply and sanitation projects and the provision of water supply and sanitation services in rural areas;
- (b) The Contactor is a Class four local Company registered under the Laws of Tanzania which is responsible for Civil Works;
- (c) The Employer invited Tenders for **Construction of Construction of Bunamhala-Mbugani, Mwandu-Itinje, Mwamanimba Water Supply Projects in Itilima and Meatu Districts** Tender No. AE – AE – 102/2021-2022//W/HQ-C/W/71 under the terms and conditions set forth in this Contract; and
- (d) The Contractor having represented to the Employer that it has the required professional skills, expertise and technical resources, the Employer through the Letter of Notification of Award of Tender with Ref. No. AE.218/271/01B/99 dated 14th November, 2021 awarded a Tender to the Contractor at the contract sum of **Tanzanian Shillings Nine Hundred Ninety-Nine Million Five Hundred Six Thousand Eighty Hundred sixty-three eleven cents Only (999,506,863.11) VAT inclusive**. (Hereinafter referred to as "the Contract Price"). The work to be completed within One Hundred Eighty (180) days (hereinafter called "Contract Period").

NOW THEREFORE the Parties hereby agree as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as an integral part to this contract, and shall be taken as complementary and mutually explanatory of one another but in the event of ambiguities, inconsistency or discrepancies within the Contract, the documents shall take precedence/prevail in the order set out below:

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- (a) Form of Contract;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract;
- (d) Notification of Award of Tender;
- (e) Letter of Acceptance;
- (f) Price Schedule (BOQ);
- (g) Anti – bribery Memorandum;
- (h) Technical Specifications;
- (i) Drawings; and,
- (j) APPENDICES
 - (i.) Forms of Securities;
 - (ii.) Registered Power of Attorney; And
 - (iii.) Minutes of Negotiation Meeting.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the proposed Construction of Pumped Scheme (Pipe Network, Tanks, Domestic water points, pipe markers and Chambers) for Bunamhala Mbugani, Mwandu Itinje, Mwamanimba Water Supply Projects in Itilima and Meatu Districts (hereinafter called "the Works") and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the sum of **Tanzanian Shillings Nine Hundred Ninety-Nine Million Five Hundred Six Thousand Eighty Hundred sixty-three and eleven cents Only (999,506,863.11) VAT inclusive**, at the times and in the manner prescribed in this Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price as follows:
 - a) 15% Advance Payment; and shall be paid to the contractor not later than **30 Days after submission of a claim supported by an acceptable Bank Guarantee of the same amount;**
 - b) The rest of the payments shall be made upon submission and Acceptance of Certificate and it shall be paid to the Contractor within twenty-eight (28) days after the date of the acceptance certificate by the Employer
6. The Contract price shall be paid in **Tanzanian Shillings** as stipulated under Clause 20 of the SCC.
7. The contract shall be executed for the period of **one hundred and Eighty (180) days** which shall immediately commence from the date of site handling.

IN WITNESS whereof, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

FOR AND ON BEHALF OF THE EMPLOYER:

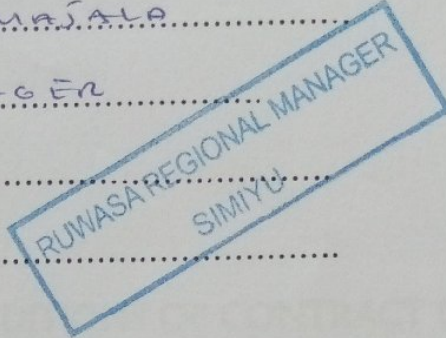
Signature: *[Signature]*

Name: Eng. MARIAM A. MAJALO

Title: REGIONAL MANAGER

Date: 22 / 12 / 2021

Seal:



In the presence of:

Signature: *[Signature]*

Name: Eng. BANDA K. ISA

Title: DM - ITILINIA

Date: 22 / 12 / 2021

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature: *[Signature]*

Name: Dickson - I. Muri BS

Title: Managing Director

Date: 22-12-2021

Seal:



In the presence of:

Signature: *[Signature]*

Name: MOHAMMEDI M. MIBANGO

Title: HEAD OF SITE OPERATION

Date: 22-12-2021

Seal:

[Signature]

[Signature]